

General conditions of sale

1) PARTIES TO THE CONTRACT

Selling party means the company responsible for the production and/or supply of the manufactured products that are part of the supply in question, which will issue invoices related to the aforementioned manufactured products. Purchasing party means the party in whose name the invoice for the purchase of the manufactured products in question was issued

2) ORDER - ACCEPTANCE

The Purchasing party's order constitutes a proposal and is irrevocable for a period of thirty days from the moment it is received. Confirmation by the Selling party constitutes an acceptance of the proposal and is the sole document that commits the parties and governs the contractual relationship for all matters not covered by the present "General conditions of sale". The official date of acceptance of the offer is the one indicated on the postmark or on the fax of the confirmation communication. Should the confirmation require the supply of manufactured products belonging to different typologies and/or requiring deliveries in instalments, each typology and/or delivery will be considered as contractually independent from the others.

3) DELIVERY, SENDING AND TRANSPORTATION OF THE MATERIALS

The Selling party commits to observe the stipulated delivery terms; however, a period of grace consisting of fifteen working days is considered permissible. Facts which impede or delay the production of the manufactured products including, but not limited to, strikes (including corporate strikes), lockouts, fires, bans on imports, delayed supplies of raw materials or energy supply limitations and further facts which may impede or delay the production, are conventionally considered force majeure and the selling party will not be considered responsible for delivery delays. In the aforementioned cases, the Selling party is entitled to delay the delivery for the same length of time as the duration of the causes for the delay. Should the causes for the delay last longer than thirty days, the Selling party has the power to withdraw from the contract, without the Purchasing party being entitled to claim its right to compensation for damage both directly or indirectly ascribable to the delay.

On expiry of the stipulated delivery terms, within fifteen calendar days from receiving the ready-for-delivery notice, the Purchasing party must collect the ordered manufactured products or, in the case of delivery to destination, request that the products be sent. After this deadline, the manufactured products may be stored outdoors, the Selling party will be considered exonerated from any responsibility, all warranties will be considered void and the Purchasing party will be responsible for all handling and storage costs, amounting to 1% of the value of the manufactured products for each week of storage; furthermore, the Selling party reserves the right to ship the products at the Purchasing party's expense or to dispatch them at the Purchasing party's expense.

In any case, after eight days from the ready-for-delivery notice, an official invoice will be issued and the payment terms will become effective.

The Purchasing party is required to check the manufactured products at the time of delivery. The manufactured products, even if pre-paid by the Purchasing party, are sent at the Purchasing party's risk. In order to avoid the forfeiture of the related warranty, eventual product defects and missing products must be reported on delivery, with an annotation in the delivery document.

Eventual parking or storage costs are at the Purchasing party's expense, even if the products are pre-paid and the transportation takes place with vehicles owned or commissioned by the Selling party.

4) PACKAGING

The manufactured products are delivered without packaging. Eventual packaging must be requested upon placing the order and will be added to the invoice.

5) TOLERANCES

The Purchasing party accepts the tolerances indicated on the Selling party's catalogues and/or technical sheets (latest edition).

6) WARRANTIES

Any type of claim, with the exception of those listed under item 3 of this contract, must be sent to the Selling party in written form (registered mail or telegram) within eight days from the delivery of the products and the Purchasing party accepts that, on expiry of this deadline, its warranty rights concerning defects and/or lack of quality and/or discrepancies of the sold manufactured products will be considered void.

Claims must include full details, in order to allow the Selling party to perform a prompt and complete check. Manufactured products that are the object of claims must be kept at the disposal of the Selling party, in the state in which they were delivered, in compliance with the "handling and storage rules" included in Annex A to the present "General conditions of sale" and with eventual specific instructions given by the Selling party.

Manufactured products with obvious defects must not be used by the Purchasing party; if these products are used, the warranty of the Purchasing party will be considered void.

If the supplied manufactured products should prove to be unfit for their intended use, they will be replaced upon return of the products to the stipulated location.

The Purchasing party is not entitled to terminate the contract and the Selling party shall not be considered responsible for any direct and/or indirect damage suffered by the Purchasing party, with the exception of the limitation indicated in art. 1229 of the Civil Code.

In the case of supplies with delivery in instalments, eventual claims, even if promptly reported, do not exonerate the Purchasing party from its commitment to collect the remaining quantity of manufactured products it has ordered. Should eventual claims prove to be unfounded, the Selling party will also charge the costs for inspections and eventual third party surveys.

The Selling party guarantees the correspondence of the manufactured products on sale to the specifications featured in its catalogues and/or technical sheets (latest edition).

For manufactured products with organic coatings, the warranty related to the coating consists of either of the following options, as selected by the Selling party:

- interventions to restore the coating, performed by the Selling party
- participation in the restoration costs for a sum not exceeding three times the original price of the defective organic coating; the sum to be paid for participation in these costs, determined as indicated above, will be progressively decreased in proportion to the period of use of the delivered product.

No warranty is issued for metallic surfaces without organic coating, with the exception of their compliance with currently effective laws; the Selling party is exonerated from any responsibility connected to eventual oxidation of the surfaces, given that these are probable occurrences. The warranty issued by the Selling party does not extend to repaired parts.

The Selling party does not accept responsibility for repairs performed by third parties.

Particular warranties and/or certifications can be issued, if specifically requested by the Purchasing party, at the time of the placing the order.

All warranties shall be considered void both if the products are used in ways that are not compliant with their "performance" and the Purchasing party fails to observe the "Handling and storage rules" included in Annex A and eventual particular instructions given by the Selling party, and with regards to the use of accessories functional to the use of the of the manufactured products (for example: fixing systems, fittings, flashings, etc.) unless supplied and/or expressly approved by the Selling party. Calculation data, table values, bills of materials, graphs and all further documents provided by the Selling party are to be considered merely as guidance elements and do not imply any responsibility on the part of the Selling party, given that per definition and as established by the law, the design, supervision of works and testing fall under the exclusive responsibility of the Purchasing party. The Selling party reserves the right to carry out technical modifications and improvements to its products, if deemed necessary

7) PRICE REVISIONS

Should cost increases exceeding 2% of the cost of the manufactured products take place, the prices will undergo revision, and the new prices will be applied at the time of issuing the invoice, with full recognition of the actual variation according to the following percentages:

- corrugated metal sheets: 10% labour, 90% metal
- panels: 10% labour, 30% insulation components, 60% external facing.

With regards to labour, revisions will refer to the A.N.I.M.A. tables; for metals, revisions will refer to the C.C.I.A.A. Milan price list; for insulation components and other raw materials, revisions will refer to the certification provided by the Selling party's supplier. With regards to accessories, the revision will be carried out by agreement, applying eventual variations on the ISTAT official index for costs of living.

In the case of supplies with delivery in instalments, the price revision will be applied only to the manufactured products delivered after the prices were increased.

8) PAYMENTS

Payments must be performed in the headquarters of the Selling party. The fact that the Selling party collects sums at the time of the order placement does not imply acceptance of the order. Should the order not be accepted, the Selling party will return the collected sums, free of any interest.

In the event of a contractual breach by the Purchasing party, the collected sums will be withheld as advance deposit by the Selling party, without prejudice to its right to request compensation for further damage; in the event of a contractual breach by the Selling party, the Selling Party will return double the sum paid by the Purchasing party, with the exclusion of any right to request compensation for further damage.

Pursuant to Legislative Decree 231/02, in the event of delayed payments, the Purchasing party commits to pay interest on arrears, plus the reimbursement of costs, at the official reference rate plus 7 percentage points, starting from the expiry date of the agreed deadline.

Eventual claims or complaints, raised either as legal action or as plea, do not give the Purchasing party the right to suspend payments.

In the event of payments with bills or securities (cheques, bills of exchange, etc.), these must be delivered to the headquarters of the Selling party either before or at the time of collecting the manufactured products.

In the case of failure to pay (even just a part of the price) within the agreed decline, the Purchasing party will lose its right to postponed payments ("benefit of the term"), and this will also apply to supplies in progress; furthermore, the Selling party will have the right to invoke the application of articles 1460 and 1461 of the Civil Code.

The account statement sent by the Selling party will be considered accepted by the Purchasing party, unless it is contested within fifteen days from its receipt.

9) WITHDRAWAL FROM THE CONTRACT

In addition to cases indicated in the previous item 3, the Selling party reserves the right to withdraw from the contract in the event of facts or circumstances which alter the stability of the markets, the value of currency, the conditions of raw material producers and the supply conditions.

Furthermore, the Selling party will have the right to withdraw from the contract, without paying any charges, should it come to learn that the securities of the Purchasing Party are under protest or that the Purchasing party is the subject of judiciary or extra judiciary monetary, ordinary or bankruptcy proceedings..

10) REGULATORY LAWS

All matters not explicitly regulated by the present "General Conditions of Sale", will be regulated by the sales rules laid out by articles 1470 et seq. of the Civil Code, and these will also apply to supplies in progress.

11) COURT OF JURISDICTION

All controversies deriving from the interpretation, application and execution of, and withdrawal from the contract and present "General Conditions of Sale", or in any way related to these documents, will be deferred to the exclusive competence of the Court of the city where the Selling party's headquarters are located, even in the event of connected cases.

Annex A

Rules for the handling and storage of corrugated metal sheets, insulated metal panels and accessories

1) PACKAGING

Paragraph 9.9.1 of the UNI 10372:2004 Standard is quoted in its entirety (text in Italic).

In order to maintain their durability during installation, metal elements for coverings should not be damaged during storage, handling and laying operations. It is therefore advisable to provide for temporary protection systems in relation to the required performance levels, especially from an aesthetic point of view. During the manufacturing stages, the aforementioned materials are generally protected with polyethylene film (adhesive or in simple contact) or with other solutions. During these stages, precautions should be implemented to ensure the following aspects are guaranteed:

- protection of the surface from abrasions, especially during handling;
- protection of corners and edges against impacts and crushing;
- protection against water stagnation or condensed humidity;
- protection of those elements on which the mass of the entire package or of overlapped packages weighs heavily against permanent deformations.

The profiled sheets and the panels are generally packaged. The number of sheets in the package is compliant with keeping the overall weight of the package within limits set by the available hoisting and transportation means. Usually the materials used for packaging are: wood, expanded plastic materials, cardboard, polyethylene film (either thermos-retractile or extendable) or others; the fastenings are performed with straps (never with iron wires) and special covers (corner protector, etc.). Straps should never be used as hoisting slings.

Furthermore, it is advisable to implement suitably highlighted grip points for the subsequent handling and hoisting operations. Product packages should therefore always be equipped with a bearing system able to distribute weight in a uniform manner to ensure the package is properly gripped for handling. For example, the bearing system can be made of expanded plastic joists, of dry wood or of sheets of composite materials placed as spacing and compliant with product specifications.

The packaging must be defined during the order placement phase, in function of the means for its transport (for example, cages or boxes for packages to be shipped or sent by plane). Adequate packaging must be prepared in relation to the required product performances.

The packaging will take place on the basis of parameters set by the producer. Eventual different divisions of elements and/or particular packaging solutions, in relation to specific requirements by the Purchasing party, must be agreed at the time of placing the order.

2) TRANSPORTATION

Paragraph 9.9.2 of the UNI 10372:2004 Standard is quoted in its entirety (text in Italic).

The transportation of the packages must take place with suitable means to guarantee that:

- the packages are supported on spacers made of timber or expanded plastic material, located at adequate distance from each other to comply with the characteristics of the product;
- the supporting surface is compatible with the shape of the package (flat surfaces should be used for flat packages, while if the package is curved, a support following the same curvature should be created);
- when packages are stacked, suitable spacers made of timber or expanded plastic material must be interposed between the packages, unless the packaging already features these elements;
- the packages do not overhang by more than 1 metre;
- the points for attaching slings on the package for lifting purposes are marked clearly, unless identifiable in other ways;
- all other instructions from the manufacturer are observed.

In particular, the packages must be placed in a flat position and spacers made of timber or expanded plastic material – with adequate dimensions and in adequate number - must be placed underneath them, positioned in perfect vertical alignment. The packages must be secured by the carrier to the vehicle with transversal bindings, with straps placed at a maximum spacing of 3 metres, and in any case each package must feature no less than two transversal bindings.

The load must always be covered during its transportation, and above all the side facing the direction of travel must be covered in such a way that it is impermeable.

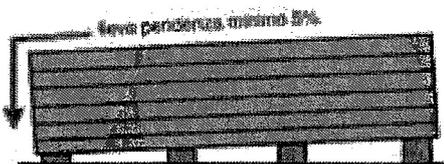
The Purchasing party, which is responsible for the collection of the packages, must instruct its drivers with regards to these procedures. The load must be transported on a clean and free vehicle bed. Vehicles already partially occupied by other materials or featuring unsuitable vehicle beds are not acceptable for the transportation of the load. The positioning of the goods aboard the vehicles must be performed following instructions of the carrier, who is the only subject responsible for the integrity of the load and will pay particular attention to ensuring that the weight bearing on the lowest package and the pressure exercised by the tie-points do not cause any damage, and that the straps do not cause any deformations of the product. Particular load conditions can only be accepted in proposed in written form by the Purchasing party, which will also assume full responsibility for the modified load conditions.

3) STORAGE

Paragraph 9.9.3 of the UNI 10372:2004 Standard is quoted in its entirety (text in Italic).

The shape of the components is designed to allow them to be stored by stacking them, in order to reduce their storage and transportation bulk to the minimum; in any case, it is important to make sure that none of the surfaces are damaged during stacking operations. The packages must always be kept raised above the ground both in warehouse and, even more so, on the site of the construction/installation; the package supports should preferably be made of timber or expanded plastic material, need to be wider than the sheets and should be placed at a suitable spacing for the characteristics of the product. The supporting surface must be compatible with the shape of the packages; flat surfaces should be used for flat packages, while if the package is curved, a support following the same curvature should be created.

The packages must be stored in dry places, in order to avoid condensation collecting on the less well-ventilated internal components: this has particularly aggressive effects on metals and can cause the formation of oxidation products (for example, white rust on zinc). The packages must be stored in such a way as to facilitate the draining of water, above all when they need to be temporarily stored outdoors (please refer to illustration).



Unless storage is followed shortly by collection for laying/installation, the packages should be covered with protective tarpaulins. It is important to pay attention to eventual electrochemical corrosion caused by the contact between different types of metal, also during the storage period. It is generally preferable to not stack the packages; if their light weight leads to conclude that they can be stacked, spacers made of timber or expanded plastic material, with as wide a support base possible and in adequate numbers must be inserted between the packages, arranged in correspondence with the supports of the packages below (please refer to illustration).



The best storage conditions are in closed, dry and dust-free spaces, slightly ventilated; In any case, and in particular in the case of storage on the site of construction/installation, it is necessary to set up an adequate and stable support surface, in such a way that it avoids the collecting of water. The packages must not be positioned in areas close to manufacturing processes (for example: metal cutting, sanding, coating, welding, etc.) nor in areas where operating vehicles transiting and parking may cause damage to the products (due to impacts, splashing, exhaustion gases, etc.).

A maximum of three packages can be stacked, for a total height of approximately 2,6 metres, and in this case it is necessary to adequately thicken the supports. If the materials are covered with protective film, this must be removed completely during the fitting stage, and in any case within and no later than sixty days from the date in which the materials are declared ready for use.

Eventual further specific instructions by the Supplier must be followed.

On the basis of knowledge acquired, in order to maintain the original performance levels of the product, it is advisable, in full compliance with the present rules, to not exceed six months of storage in a closed and ventilated space, while outdoors storage must not exceed a period of sixty days. In any case, the materials must always be protected from direct solar radiation, as this may cause alterations.

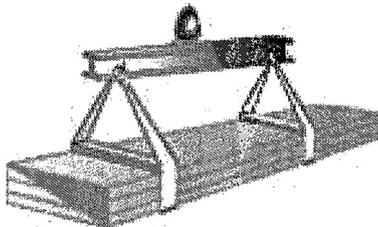
If the products are protected with a tarpaulin, it is necessary to make sure that this is impermeable and adequately ventilated, in order to avoid the collecting of condensation and the formation of water pockets.

4) LIFTING AND HANDLING

Paragraph 9.9.4 of the UNI 10372:2004 Standard is quoted in its entirety (text in Italic).

Each package must always be slung in at least two points, at a distance amounting to no less than half the length of the package.

Lifting operations should preferably be performed with slings woven from synthetic fibre (nylon), with a width no smaller than 10 cm, so that the load bearing on the sling is well-distributed and does not cause any deformations (please refer to illustration).



Specific spacers must be placed underneath and on top of the package, consisting of robust flat components of timber or expanded plastic materials, in order to impede direct contact with the package slings.

These spacers must be at least 4 cm longer than the width of the package and no less wide than the sling. In any case, the lower spacers must be wide enough to avoid the package causing permanent deformations of the lower components.

It is important to pay attention that the slings and supports cannot move during lifting operations and that all manoeuvres are performed with caution and gradually.

When the packages are offloaded onto the roof structure, they must be placed only on flat surfaces capable of bearing their weight, both in terms of resistance and of support and safety conditions, also in relation to other work in progress on the structure. It is always advisable to ask the works management for authorization to offload the packages.

The components should be handled using adequate protective means (gloves, safety shoes, protection suits, etc.), in compliance with applicable regulations.

When single components need to be transported, this should always be carried out by lifting the component without dragging it on the component below it and by rotating it to a vertical position next to the package; the single component should be carried by at least two people in function of its length, keeping it in a vertical position (please refer to illustration).

All lifting equipment, such as safety gloves, must be clean and in conditions that will not cause damage to the components. The use of forklifts for moving the components is not recommended, as it may cause damage. Packages offloaded at roof height must always be adequately secured to the structures in question..

